

## STANDARD TERMS & CONDITIONS OF ACCEPTANCE FOR ADVERTISEMENTS

### General

1. All media orders accepted by the Publisher are subject to these conditions. The media order contract and these standard terms and conditions contain all of the terms that the parties have agreed in this transaction. In the event that any terms upon the media order contract conflict with those hereunder, the terms upon the media order contract shall prevail. Any other proposed term, amendment or variation shall be void unless specifically agreed to in writing by the Publisher. Printed conditions on Clients' and/or their agent's insertion orders shall not be recognized as binding.
2. In these conditions:  
"PUBLISHER" means the Henley Media Group or any of its subsidiary companies and divisions.  
"CLIENT" means that party booking the Advertisement or an agent who acts on behalf of the company for whom the Advertisement was booked and who is responsible for payment of all the monies concerned with that transaction.  
"ADVERTISEMENT" means display, online, email, branding, recruitment and classified advertising and shall include special features, opinion editorial, inserts and supplements in any of the Publisher's print or online publications or sponsorship products as well as audio-visual materials, including promotional videos.
3. The Publisher reserves the right to refuse, amend, withdraw or otherwise deal with Advertisements submitted to it for good reason. All Advertisements must be legal, decent, honest and truthful to comply with the British Advertising Code of Practice. All Advertisements are accepted subject to the Publisher's and/or their partner's approval of copy and subject to the space being available. All inserts are accepted subject to the Publisher's approval of the insert with regard to copy, size and weight.
4. The Publisher will not be liable for any loss or damage, of any kind, occasioned by an error, late publication or the failure of an Advertisement to appear, or of a failure to perform any other obligation hereunder, save in the cases occasioned by a direct act of dishonesty or serious and culpable negligence by the Publisher, in which case compensation may be negotiated up to the maximum of the cost of space booked and paid for by the Client.
5. Whilst every care is taken to avoid mistakes the Publisher cannot accept liability for any errors due to the acts of third parties, sub-contractors or inaccurate instructions from the Client and/or any third party.
6. The Publisher reserves the right, where necessary, to alter the date of publication, the medium for distribution, the positioning of any Advertisement, the partners in publishing (or supporting organizations), or make any other alteration as the Publisher sees fit.
7. Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds the Publisher only in respect of the next issue to go to press.
8. The Client warrants that the Advertisement does not contravene any Act of Parliament nor is it in any other way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice.
9. The Client will indemnify the Publisher against any damage and/or loss and/or expense that the Publisher may incur as a direct or indirect consequence of the Client's Advertisement.
10. The Client will indemnify the publisher fully in respect of any claim made against the Publisher arising from the Advertisement and/or insert. The Publisher will consult with the Client as to the way in which such claims are to be handled.
11. Notwithstanding anything in these Conditions providing to the contrary neither the Publisher nor the Client shall be liable to each other for any loss or damage of any kind caused by or arising out of any Act of Parliament, Order in Council, Act of State, strike of employees, lock-out, trade dispute, enemy action, rioting, civil commotion, fire, force major, Act of God or other similar contingency beyond the control of either of them.
12. Any complaints regarding the reproduction of an Advertisement must be in writing and be received by the Publisher within two (2) weeks of publication.
13. Where the Publisher provides a reader Enquiry service for the benefit of its readers, it shall not be contractually bound to pass such enquiries to the Client.
14. If an online Advertisement links to another site, the Client is responsible for the maintenance of the link and for the content of the linked site. The Publisher may remove any Advertisement that contains content or links to a site that, in the Publisher's opinion, is defamatory or objectionable or will bring them into disrepute. The Client will indemnify the Publisher from and against any claims or liability arising from links contained in their Advertisement.
15. If it is intended to include in an Advertisement a competition or a special offer of merchandise, other than that normally associated with the advertised product, full details must be submitted at the time of booking.
16. English law is the law applicable to this agreement and the Courts of England shall have jurisdiction to settle any disputes that may arise out of or in connection with this agreement the parties agree to recognize and be bound by the decisions of the English courts.
17. The Client shall hold harmless and indemnify the Publisher against any direct loss, damage, proceedings, claim, demand, cost, charge and expense (together "the Indemnified Loss") brought or made against the Client or sustained or incurred by it arising from the failure of the Client to comply with any provisions of the terms hereunder save to the extent that the Indemnified Loss results from the acts or omissions of the Publisher.

### Response Levels

18. Direct Response Advertising, where products are sold off the page, shall only be accepted by prior written agreement with the Publisher. No response levels are claimed by the Publisher and in all cases the full rate charged for the Advertisement and/or insert shall apply regardless of the response achieved.

### Payment

19. Our standard terms are for payment in full within 30 days of the invoice date. If any payment is not received within these terms the Publisher shall be entitled to charge interest on the overdue sum under the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. Interest will accrue at the rate of eight percent per annum above the Bank of England base rate payable from the due date until the payment of all sums owing (including such interest), whether before or after judgment. In the event that the payment terms upon the media order contract conflict with those hereunder, the payment terms upon the media order contract shall prevail.
20. The Client shall pay on demand any and all expenses, including but not limited to late payment surcharges, debt recovery company commissions and lawyers fees and any other third party fees, that are incurred by the Publisher and/or its partners in protecting their rights or enforcing the obligations of the Client in the terms hereunder.

### Cancellations

21. No media order contract is cancellable at any time except with the express written agreement of the Company and on terms that the Client shall indemnify the Company against all reasonable losses and expenses incurred by the Company as a result of such.

### Copy

22. It is the responsibility of the Client to supply copy in a format conforming to the Publisher's mechanical specifications and/or special feature guidelines. The Publisher shall charge the Client for any amendments to copy or extra production work wherever it is a result of the Client's instructions or of any non-compliance with the mechanical specifications and/or special feature guidelines. The Publisher shall not be liable for any loss or damage resulting from any amendment made to any copy.
23. Copy must be supplied by the Client without application from the Publisher on or before the stipulated copy deadline date and in this respect time is of the essence. In the event of copy not being received by the copy deadline date the Publisher reserves the right either to repeat the copy last used or for any new Client to treat the agreement as cancelled and to charge at the full rate.
24. Where the Client has undertaken to supply inserts which have been accepted and approved by the Publisher, the Publisher reserves the right to charge at the full rate agreed for the insertion if they fail to arrive at the agreed time, place or in a suitable condition for insertion.
25. The Publisher cannot accept requests from any Client for changes to copy and/or insertion dates unless these are confirmed in writing and in time for the changes to be made. The Publisher reserves the right to charge for any additional expense involved in such changes.
26. Client's property, advertising materials etc. are held at owners risk and should be insured by them against loss or damage from whatever cause. The Publisher reserves the right to destroy all materials which have been in his/her custody for 9 months from the date of its last appearance.

### Agents

27. Where the Client is an agent or subsidiary company, the Client warrants that it is authorised to place the Advertisement by that company or parent for whom the Advertisement was placed. If the agent or subsidiary company defaults on any outstanding monies then the company or parent for whom the Advertisement was placed shall be jointly and severally liable for the debt.
28. Wherever an advertising agent places an order, this shall be accepted only on the condition that a full disclosure has been made to the Publisher as to the identity of the company on whose behalf the space has been booked. Should the Publisher omit or suspend an Advertisement on the grounds that the Client has failed to disclose the identity of the company on whose behalf the space has been booked or the product/services on offer, no claim on the part of the Client or the company on whose behalf the space has been booked for damages or breach of contract will arise. All Advertisements placed are subject to the Publisher's (and/or any partner's) approval.
29. It is a condition of the agreement that the space may not be recharged to a Client at more than the agreed rate without the Publisher's written consent to such increased charge.
30. Recognized advertising agents will be allowed by the Publisher 10% commission on the quoted rates as appropriate, provided payment is made by the due date and all other requirements are strictly complied with.